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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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SILVEX DESIGNS, INC.

Plaintiff,

**ECF CASE**

v.

**07-cv-03740-UA-MDF**

FAST FLEET SYSTEMS, INC. and QUEBECOR WORLD  
LOGISTICS, INC. d/b/a/ Q.W. EXPRESS

Defendants,

v.

ONEBEACON INSURANCE COMPANY, STATION  
OPERATOR SYSTEMS, INC., INTEGRITY TRANSPORT,  
INC. and EDWARD EGAN, individually,

Third-Party Defendants.

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**ONEBEACON INSURANCE COMPANY'S ANSWER TO DEFENDANT  
FAST FLEET SYSTEM INC'S THIRD-PARTY COMPLAINT**

Third Party Defendant, OneBeacon Insurance Company ("OneBeacon") by its attorneys,  
Barry N. Gutterman & Associates, P.C., for its Answer to the Third-Party Complaint of  
Defendant Fast Fleet Systems, Inc. ("Fast") hereby responds and alleges as follows:

- 1-62. OneBeacon denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraphs 1-62.
63. OneBeacon repeats and reallages its responses to paragraphs 1-62 as its response to paragraph 63.
64. OneBeacon denies the allegations in paragraph 64 of Fast's Third-Party Complaint, except admits that it issued a motor cargo liability policy to Fast.
65. OneBeacon denies the allegations in paragraph 65 of Fast's Third-Party Complaint, except admits that it has elected not to defend Fast in this action for the litigation pending in California.
66. OneBeacon denies the allegations in paragraph 66 of Fast's Third-Party Complaint.
67. OneBeacon denies the allegations in paragraph 67 of Fast's Third-Party Complaint.

**AS AND FOR A FIRST  
AFFIRMATIVE DEFENSE**

68. Fast fails to state a claim upon which relief can be granted against OneBeacon.

**AS AND FOR A SECOND  
AFFIRMATIVE DEFENSE**

69. Fast has failed to aver facts necessary to establish that OneBeacon breached a duty that resulted in plaintiff and/or Fast sustaining damages.

**AS AND FOR A THIRD  
AFFIRMATIVE DEFENSE**

70. OneBeacon has the sole option to defend Fast in accordance with the policy of insurance.

**AS AND FOR A FOURTH  
AFFIRMATIVE DEFENSE**

71. The shipment of silver sterling jewelry is not covered property under the terms of the policy of insurance.

**AS AND FOR A FIFTH  
AFFIRMATIVE DEFENSE**

72. OneBeacon, pursuant to the policy of insurance, has an option to defend Fast. As such, OneBeacon properly elected not to defend Fast.

**AS AND FOR A SIXTH  
AFFIRMATIVE DEFENSE**

73. Fast has failed to comply with all of the requirements in the policy of insurance. As such, Fast is not entitled to recover on its claim against OneBeacon.

**AS AND FOR A SEVENTH  
AFFIRMATIVE DEFENSE**

74. OneBeacon's liability, which is denied, is limited by the terms and conditions in the policy of insurance.

**AS AND FOR AN EIGHTH  
AFFIRMATIVE DEFENSE**

75. This court lacks subject matter jurisdiction over Fast's claim for the litigation pending in California as referred to in paragraph 65 of Fast's Third-Party Complaint.

WHEREFORE, Third-Party Defendant OneBeacon Insurance Company prays for judgment: (1) dismissing the Third-Party Complaint, with prejudice, together with costs, expenses, interest, and attorneys' fees; and (2) for such other and further relief as this Court deems just and proper.

Dated: New York, New York  
September 4, 2007

By: /s/ Barry Gutterman  
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